REMARKS

The Examiner has objected to the specification under 35 U.S.C. 112, first paragraph, as failing to provide an enabling disclosure in the detailed description of the embodiment. Specifically, the Examiner has referred to page 6 of the specification and argues that "[a]pplicant discloses the contract criteria based on a cost model...[and that l]ines 23-29 detail what the cost model may be based on, but is not enabling to one of ordinary skill in the art because it does not define what a cost model is, or in what way such a model may 'relate' to the various factors disclosed." The Examiner has also stated that "[w]ithout a disclosure of what the cost model is, one cannot determine on what the criteria of the contract is to be based." Applicant respectfully disagrees with such rejection.

Applicant respectfully asserts that page 4, lines 18-20 of the specification states that "the criteria of the contract may include cost model criteria....[where s]uch cost model criteria may be based on resource utilization, performance, service provisioning, etc." Further, page 7 of the specification, lines 23-29 give specific examples of cost model criteria. Thus, contrary to the Examiner's assertions, the specification is clearly enabling, with respect to what is claimed. Of course, it should be noted that such citations are merely examples of enablement, and should therefore not be construed as limiting in any manner with respect to applicant's claim language.

The Examiner has rejected Claims 1, 4-7, 11, 14-17, and 20 under 35 U.S.C. 112, first paragraph, for the reasons set forth in the objection to the specification. Such rejection is deemed overcome in view of the arguments expressed by applicant hereinabove.

The Examiner has rejected Claims 1-7, 9, 11-17, 19-23, and 26-29 under 35 U.S.C. 103(a) as being unpatentable over Kase (U.S. Patent No. 6,182,055). Applicant respectfully disagrees with such rejection, especially in view of the amendments made hereinabove to each of the independent claims.

With respect to the independent claims, the Examiner has admitted that "Kase fails to teach the interaction being a security-related interaction, and a component including an intrusion detection module." The Examiner has argued that applicant's claimed "security-related interaction" and "intrusion detection module" are intended use limitations, and that Kase's disclosure meets such claim language since Kase discloses that the field and content to which the invention thereof is applied is non-limiting.

Applicant disagrees and respectfully asserts that simply nowhere in Kase is there any suggestion of a "security-related interaction" and an "intrusion detection module," as applicant claims. In particular, applicant notes that Kase only relates to general negotiations, and does not even mention "a "security-related interaction" and an "intrusion detection module," as applicant claims.

With respect to the independent claims, the Examiner has relied on the following excerpt from the Kase reference to make a prior art showing of applicant's claimed technique "wherein the contract is created by advertising a capability to a control component which handles contract negotiations."

> "(2-4) Negotiation Start Phase
>
> After the content of a proposal is created by the proposal creating means 52, the negotiating means 5 start a negotiation corresponding to the content of the proposal with another unit. In other words, as shown in FIG. 9, the message sending/receiving means 81 of the communicating means 8 sends a negotiation start message to the inferring unit B. When the inferring unit B acknowledges the reception of the negotiation start message, the negotiation is started." (Col. 13, lines 52-61 - emphasis added)

Applicant respectfully asserts that the excerpt from Kase relied upon by the Examiner merely teaches that "[after] the content of a proposal is created by the proposal creating means...a negotiation start message [is sent] to the inferring unit B" and, upon acknowledgement of reception, "the negotiation is started." However, the excerpt relied upon by the Examiner in no way discloses a technique "wherein the contract is created by

advertising a capability to a control component which handles contract negotiations," (emphasis added), as claimed by applicant. Simply disclosing that a negotiation start message is sent after the content of a proposal is created, as in Kase, in no way suggests creating a contract by "advertising a capability to a control component which handles contract negotiations" (emphasis added), as claimed by applicant.

In addition, with respect to the independent claims, the Examiner has relied on the following excerpts from the Kase reference to make a prior art showing of applicant's claimed "receiving and storing a fallback proposed contract, and if replacement of the proposed contract is required, replacing the proposed contract with the fallback proposed contract."

> "As a result, the inferring unit A discards the inferred state as the negotiation object, selects an inferred state of the next priority, and negotiates with another inferring unit for an assumption that satisfies the selected inferred state as the next proposal. In this case, the inferred state that has been rejected by the inferring unit B and stored in the negotiating state storing means 7 is discarded. Instead, an inferred state that has been newly selected by the state managing means 4 is stored as an inferred state in a negotiating process to the negotiating state storing means 7. Likewise, when all proposals have been rejected as negotiation results of all alternatives stored in the inferred state storing means 3, since the problem cannot be solved in the local inferring unit and by a negotiation with other inferring units, the inferring unit A sends a negotiation completion message and terminates the negotiation with the other inferring units." (Col. 15, lines 13-28 - emphasis added)

> "When the inferring unit B has inferred a alternative plan instead of the proposal received from the inferring unit A (at step 67) and thereby has obtained an alternative plan (at step 68), the inferring unit B sends the alternative plan to the inferring unit A (at step 70). In other words, when it is necessary for the inferring unit A to accept the alternative plan received from the inferring unit B so as to allow the inferring unit B to accept the proposal received from the inferring unit A, the inferring unit B sends the alternative plan to the inferring unit A" (Col. 18, lines 18-27 - emphasis added)

Applicant respectfully asserts that the excerpts from Kase relied upon by the Examiner merely teach that "[w]hen the inferring unit B has inferred a[n] alternative plan instead of the proposal received from the inferring unit A...and thereby has obtained an

alternative plan..., the inferring unit B sends the alternative plan to the inferring unit A...[and] when it is necessary for the inferring unit A to accept the alternative plan received from the inferring unit B so as to allow the inferring unit B to accept the proposal received from the inferring unit A" (emphasis added). The excerpts also teach that "the inferred state that has been rejected by the inferring unit B and stored in the negotiating state storing means...is discarded...[and] an inferred state that has been newly selected by the state managing means...is stored as an inferred state in a negotiating process to the negotiating state storing means" (emphasis added).

However, the excerpts fail to even suggest "receiving and storing a fallback proposed contract, and if replacement of the proposed contract is required, replacing the proposed contract with the fallback proposed contract" (emphasis added), as claimed by applicant. Clearly, the mere disclosure in Kase that an inferring unit B sends an alternative plan to an inferring unit A, where such alternative plan is obtained through negotiations with another unit (see Col. 18, lines 5-42), does not even suggest "receiving and storing a fallback proposed contract" (emphasis added), as claimed by applicant.

Additionally, "[storing] the inferred state that has been newly selected by the state managing means," as in Kase, is obviously not the same as "storing a fallback proposed contract, and if replacement of the proposed contract is required, replacing the proposed contract with the fallback proposed contract" (emphasis added), as claimed by applicant.

Still yet, with respect to the independent claims, the Examiner has relied on Col. 18, lines 18-27 from the Kase reference, as excerpted above, to make a prior art showing of applicant's claimed technique "wherein it is determined that replacement of the proposed contract is required when the interaction governed by the proposed contract no longer meets criteria of a cost model."

Applicant respectfully asserts that the excerpt relied upon by the Examiner simply teaches that "[w]hen the inferring unit B has inferred a[n] alternative plan instead of the proposal received from the inferring unit A...and thereby has obtained an alternative

plan..., the inferring unit B sends the alternative plan to the inferring unit A." Applicant notes that the alternative plan is obtained when "inferring unit B cannot satisfy the content of the proposal received from inferring unit A." Clearly, obtaining an alternative plan when a unit cannot satisfy a proposal of another unit, as in Kase, fails to suggest a technique "wherein it is determined that replacement of the proposed contract is required when the interaction governed by the proposed contract no longer meets criteria of a cost model" (emphasis added), as claimed by applicant. The excerpt relied upon by the Examiner in no way discloses any type of criteria of a cost model as indicated by applicant.

To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed.Cir.1991).

Applicant respectfully asserts that at least the third element of the *prima facie* case of obviousness has not been met, since the prior art reference relied on by the Examiner fails to teach or suggest all of the claim limitations, as noted above. Nevertheless, despite such paramount deficiencies and in the spirit of expediting the prosecution of the present application, applicant has amended the independent claims to further distinguish applicant's claim language from the Kase reference, as follows:

> "wherein the system includes the intrusion detection module and triggers a reaction based on the security-related interaction."

With respect to the Claims 1, 9, 11, 19, and 20 , the Examiner admits that "Kase fails to teach the interaction being a security-related interaction, and a component including an intrusion detection module...[, however,] Kase discloses that the field and content to which the invention is applied is non-limiting, and the invention can be applied to other fields...[and t]hese limitations are interpreted by the Examiner to be intended use limitations." The Examiner further states that "the system and method disclosed in Kase is capable of performing dynamic adaptation of a system in accordance with criteria, regardless of the system's field of use." Applicant respectfully disagrees.

It appears that the Examiner has not taken into account the full weight of applicant's claim limitations. Applicant respectfully asserts that the amendments made hereinabove to the independent claims further emphasize that a structural difference exists between applicant's claimed invention and the prior art and, therefore, patentably distinguishes applicant's claim language from the prior art. Applicant's presently claimed technique "wherein the system includes the intrusion detection module and triggers a reaction based on the security-related interaction" clearly establishes a structural difference between applicant's claimed invention and the prior art.

Applicant further notes that the prior art is also deficient with respect to the dependent claims. For example, with respect to Claim 3 et al., the Examiner has relied on Col. 15 lines 13-28; and Col. 18, lines 18-27 from Kase to make a prior art showing of applicant's claimed technique "wherein the contract is adjusted by a method selected from the group consisting of deactivation of the contract, modification of the contract, deletion of the contract, and activation of a different contract."

Applicant respectfully asserts that the excerpts from Kase relied upon by the Examiner merely teach that "[w]hen the inferring unit B has inferred a alternative plan instead of the proposal received from the inferring unit A...and thereby has obtained an alternative plan..., the inferring unit B sends the alternative plan to the inferring unit A...[and] when it is necessary for the inferring unit A to accept the alternative plan received from the inferring unit B so as to allow the inferring unit B to accept the

proposal received from the inferring unit A" (emphasis added). The excerpts also teach that "the inferred state that has been rejected by the inferring unit B and stored in the negotiating state storing means...is discarded...[and] an inferred state that has been newly selected by the state managing means...is stored as an inferred state" (emphasis added).

However, the excerpts fail to even suggest a technique "wherein the **contract** is adjusted by a method selected from the group consisting of deactivation of the contract, modification of the contract, deletion of the contract, and activation of a different contract" (emphasis added), as claimed by applicant. Clearly, the mere disclosure that an inferring unit B sends an alternative **plan** to an inferring unit A and, upon acceptance by inferring unit A, "inferring unit B [is able] to accept the proposal received from the inferring unit A," as in Kase, does not suggest adjusting the contract, let alone by "deactivation of the contract, modification of the contract, deletion of the contract, [or] activation of a different contract" (emphasis added), as claimed by applicant.

Additionally, simply disclosing that an inferred state that has been rejected is discarded is obviously not the same as adjusting a contract "by a method selected from the group consisting of deactivation of the contract, modification of the contract, deletion of the contract, and activation of a different contract" (emphasis added), as claimed by applicant.

Further, with respect to dependent Claim 29, the Examiner has relied on Col. 15 lines 13-28; and Col. 18, lines 18-27 from Kase to make a prior art showing of applicant's claimed technique "wherein the fallback proposed contract is stored, but not activated, before the completion, for use in case the replacement is required."

As stated above, applicant respectfully asserts that the excerpts relied upon by the Examiner merely teach that "an inferred state that has been newly selected by the state managing means...is stored as an inferred state in a negotiating process to the negotiating state storing means" (emphasis added). However, the excerpt in no way discloses a

technique "wherein the fallback proposed contract is stored, but not activated, before the completion, for use in case the replacement is required" (emphasis added), as claimed by applicant. Simply disclosing that an inferred state is stored in a negotiating process in no way suggests storing a "fallback proposed contract...for use in case the replacement is required" (emphasis added), as claimed by applicant.

Since at least the third element of the *prima facie* case of obviousness has not been met, as noted above, a notice of allowance or specific prior art showing of each of the foregoing claim elements, in combination with the remaining claimed features, is respectfully requested. Thus, all of the independent claims are deemed allowable. Moreover, the remaining dependent claims are further deemed allowable, in view of their dependence on such independent claims.

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. NAI1P002/00.056.01).

Respectfully submitted,
Zilka-Kotab, PC.

Kevin J. Zilka
Registration No. 41,429

P.O. Box 721120
San Jose, CA 95172-1120
408-505-5100